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Attorneys for Plaintiffs, IRMA RAMIREZ  
 and DAREN HEATHERLY, each an individual

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

IRMA RAMIREZ and DAREN  
 HEATHERLY, each an individual,

Plaintiffs,

v.

EL SUPER-BURRITO, INC., a California  
 CORPORATION; and THE WELCH  
 FAMILY PARTNERSHIP, a California  
 Limited Partnership,

Defendants.

**CASE NO. CV-11-0807-DMR (EMC)**

**STIPULATION OF DISMISSAL AND  
 [PROPOSED] ORDER THEREON**

The parties, by and through their respective counsel, stipulate to dismissal of this action in its entirety with prejudice pursuant to Fed.R.Civ.P.41(a)(1). Outside of the terms of the Settlement Agreement and General Release ("Agreement") herein, each party is to bear its own costs and attorneys' fees. The parties further consent to and request that the Court retain jurisdiction over enforcement of the Agreement. *See Kokonen v. Guardian Life Ins. Co.*, 511 U.S. 375 (1994) (empowering the district courts to retain jurisdiction over enforcement of settlement agreements).

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1 Therefore, IT IS HEREBY STIPULATED by and between parties to this action through  
2 their designated counsel that the above-captioned action be and hereby is dismissed with prejudice  
3 pursuant to Federal Rules of Civil Procedure section 41(a)(1).

4 This stipulation may be executed in counterparts, all of which together shall constitute one  
5 original document.

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9 Dated: September 13, 2011

THOMAS E. FRANKOVICH  
*A PROFESSIONAL LAW CORPORATION*

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13 By: /S/ Thomas E. Frankovich  
14 Thomas E. Frankovich  
15 Attorney for IRMA RAMIREZ and DAREN  
16 HEATHERLY, each an individual  
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19 Dated: \_\_\_\_\_, 2011

**BRANSON, BRINKOP, GRIFFITH &  
STRONG, LLP**

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23 By: \_\_\_\_\_  
24 **John R. Campo, Esq.**  
25 Attorneys for THE WELCH FAMILY  
26 PARTNERSHIP.  
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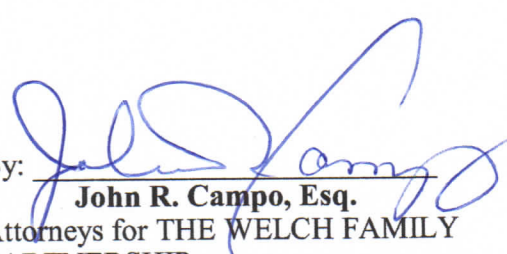
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19 Dated: 9-13 \_\_\_\_\_, 2011

20 **BRANSON, BRINKOP, GRIFFITH &  
STRONG, LLP**

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23 By:   
24 **John R. Campo, Esq.**  
25 Attorneys for THE WELCH FAMILY  
26 PARTNERSHIP.  
27 ///  
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1 Dated: September 13, 2011

2 **CODDINGTON, HICKS & DANFORTH**

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4  
5 By: Richard G. Grotch  
6 **Richard G. Grotch, Esq.**  
7 Attorneys for EL SUPER-BURRITO, INC.

8  
9 **ORDER**

10 IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to  
11 Fed.R.Civ.P.41(a)(1). IT IS FURTHER ORDERED that the Court shall retain jurisdiction for the  
12 purpose of enforcing the parties' Settlement Agreement and General Release should such  
13 enforcement be necessary.

14 Dated: 9/14  
15 \_\_\_\_\_, 2011

